

**FILED ELECTRONICALLY**

Hillary Richard (HR 6941)  
Rishi Bhandari (RB 1234)  
BRUNE & RICHARD LLP  
80 Broad Street, 30th Floor  
New York, New York 10004  
(212) 668-1900

Attorneys for Defendant Patriarch Partners, LLC

UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF NEW YORK

-----X  
JASON P. COLODNE, )  
 ) No. 08cv2370 (GBD)  
 Plaintiff, )  
 )  
 v. )  
 )  
 PATRIARCH PARTNERS, LLC, )  
 )  
 Defendants )  
-----X

**ANSWER OF PATRIARCH  
PARTNERS, LLC TO THE  
COMPLAINT**

Defendant Patriarch Partners, LLC (“Patriarch”) by its attorneys, Brune & Richard LLP, files its answer and Affirmative Defenses to the Complaint (“Complaint”) filed in the above-captioned case as follows:

1. Deny.

**JURISDICTION AND VENUE**

2. Patriarch lacks knowledge or information sufficient to form a belief concerning the truth or falsity of the allegations contained in paragraph 2 of the Complaint.
3. Patriarch lacks knowledge or information sufficient to form a belief concerning the truth or falsity of the allegations contained in paragraph 3 of the Complaint.

THE PARTIES

4. Patriarch lacks knowledge or information sufficient to form a belief concerning the truth or falsity of the allegations contained in paragraph 2 of the Complaint.

5. Admit.

6. Deny.

7. Deny.

8. Deny.

FACTS

9. Admit.

10. Deny.

11. Deny that Ms. Tilton "knew" Mr. Colodne had experience. Admit that Ms. Tilton trusted Mr. Colodne.

12. Deny.

13. Deny.

The Employment Agreement

14. Admit.

15. Patriarch admits that it executed an employment agreement with Mr. Colodne and refers to the employment agreement in response to the allegations regarding the terms and conditions of the agreement.

16. Deny.

17. Deny.

18. Deny.

19. Deny.

20. Deny.

21. Patriarch denies the allegation in paragraph 21 of the Complaint and refers to the employment agreement in response to the allegations regarding the terms and conditions of the agreement.

22. Deny.

**BREACH OF CONTRACT**

23. Patriarch repeats each and every answer above as if set forth at length herein.

24. Deny.

25. Deny.

26. Deny.

27. Deny.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

The Complaint is barred, in whole or in part, because Plaintiff repudiated and materially breached the Employment Agreement.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

The Complaint is barred, in whole or in part, by the doctrine of estoppel.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

The Complaint is barred, in whole or in part, by the doctrine of accord and satisfaction.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

The Complaint is barred, in whole or in part, because Plaintiff failed to mitigate his alleged damages.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

The Complaint is barred pursuant to the doctrine of unclean hands.

Dated: March 27, 2008  
New York, New York

BRUNE & RICHARD

By: s/Hillary Richard  
Hillary Richard (6941)  
Rishi Bhandari (1234)

80 Broad Street  
New York, New York 10022  
(212) 668-1900

Attorneys for Defendant Patriarch  
Partners, LLC

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing ANSWER OF PATRIARCH PARTNERS, LLC TO THE COMPLAINT have been served upon the following by U.S. First class mail, postage prepaid, this 27 day of March 2008:

Robert D. Kraus, Esq.  
Kraus & Zuchlewski, LLP  
500 Fifth Avenue, Suite 5100  
New York, New York 10110

*Attorneys for Plaintiff*

BRUNE & RICHARD

By: s/Hillary Richard  
Hillary Richard (6941)